WILLS—REVOCATION BY MARRIAGE—STATUTE CONSTRUED.—The testator, a bachelor at the time of making his will, provided generaly in it that if he should marry, the person who should be his wife at the time of his death was to receive certain devises. Later he married and his wife survived him. By statute it was provided that marriage was a revocation of a prior will. *Held* (two justices dissenting), that the testator's subsequent marriage revoked the will under the terms of the statute. *Gillmann* v. *Dressler et al.* (Ill., 1921), 133 N. E. 186.

Under many statutes it has been held that marriage *per se* works a revocation of the will. *Hudnall* v. *Ham,* 183 Ill. 486; *Ingersoll* v. *Hopkins,* 170 Mass. 401; *McAnnulty* v. *McAnnulty,* 120 Ill. 26; *Stewart* v. *Mulholland,* 88 Ky. 38. And under such a statute as 1 Vict. in England it has been decided that a will is revoked even if made in contemplation of marriage and containing clauses by which provision is made for a wife in case of testator's death. *Francis* v. *Marsh,* 54 W. Va. 545; *In re Larsen,* 18 S. D. 335. Wills made in contemplation of marriage are, however, sometimes expressly excepted from the operation of the statute, especially if the fact appears on the face of the will. *Hoy* v. *Hoy,* 93 Miss. 732; *Ingersoll* v. *Hopkins, supra.* If the statute contains no such qualification, however, the court must hold that marriage is a revocation of a prior will. But the situation in Illinois is peculiar. The Statute of Wills provides for revocation by certain methods, and revocation by marriage is not included as one of the methods. But the Statute of Descent contains a section which ends with the statement that marriage shall be deemed a revocation of a prior will. These two statutes were considered in *Ford* v. *Greenawalt,* 292 Ill. 121, on which the dissenting justices rely in the principal case, and the statute was interpreted as meaning that a subsequent marriage should not be treated as a revocation of a will if the will showed a contrary intention and made provision for the changed condition. The majority opinion in the principal case recognized this rule, but stated that it did not apply to the facts of the principal case, where the devise was made to an uncertain and unidentified person if she should be testator's wife at the time of his death, while in *Ford* v. *Greenawalt, supra,* the provision was for a certain and identified person, if testator married her. This seems to be a very narrow distinction, and it is submitted that if the above rule of construction is applied in a case like *Ford* v. *Greenawalt, supra,* it should be applied in the principal case, because here also the testator plainly showed the intention that the instrument should continue to be his will by providing for the new relation.